



**IT IS ORDERED as set forth below:**

**Date: March 27, 2015**

**Barbara Ellis-Monro  
U.S. Bankruptcy Court Judge**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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In re:	:	
	:	Chapter 11
Morris Brown College,	:	
	:	Case No. 12-71188-BEM
Debtor.	:	
	:	

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**ORDER CONFIRMING DEBTOR'S SECOND AMENDED CHAPTER 11 PLAN  
OF REORGANIZATION DATED DECEMBER 21, 2014**

**AND NOW**, upon consideration of the **Second Amended Chapter 11 Plan of Reorganization dated December 21, 2014** (Docket No. 450), and the Secured Promissory Note attached as Exhibit "A" to the Praecipe to Attach Exhibit (Docket No. 484) (the "Note") filed on March 23, 2015 (such plan and note shall be collectively referred to as the "Second Amended Plan")<sup>1</sup> proposed by Morris Brown College (the "Debtor");

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<sup>1</sup> Capitalized terms not defined herein shall have the meaning as set forth in the Second Amended Plan. In the event of any ambiguity concerning or inconsistency between the terms of the Second Amended Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern. The Second Amended Plan as modified by this Confirmation Order, shall be referred to herein as the "Plan."

**AND**, the Second Amended Plan having been transmitted to Creditors and parties in interest;

**AND**, the ballots and solicitation materials approved by this Court on February 12, 2015 having been transmitted to Creditors;

**AND**, upon certification of Anne M. Aaronson, Esq. of Dilworth Paxson LLP regarding the tabulation of the ballots in favor of and in opposition to the Plan;

**AND**, after a hearing on confirmation of the Plan held at 10:00 a.m. ET on **March 25, 2015** (the "Hearing"), adequate notice of which was served by Debtor on all Creditors and parties in interest, and it appearing that no objections to confirmation of the Plan were filed with the Court or asserted at the Hearing;

**AND**, the Court finding that the Plan complies with the requirements of 11 U.S.C. §§ 1122 and 1123, and the requirements for Confirmation set forth in 11 U.S.C. § 1129(b) have been satisfied.

It is hereby **ORDERED** that:

1. The Plan is **CONFIRMED** and the Plan Documents (including, without limitation, the Note) and all settlements and transactions contemplated under the Plan are hereby **APPROVED** and binding on the parties thereto as set forth therein.

2. Based on the record before the Court, the Debtor and its Professionals have acted in "good faith" within the meaning of 11 U.S.C. § 1125(e) in connection with all of their respective activities relating to the solicitation of acceptances to the Plan and their participation in activities described in section 1125 of the Bankruptcy Code; therefore, Debtor and its Professionals are entitled to the protections afforded by 11 U.S.C. § 1125(e).

3. The filing of the Plan and Schedules 6.02(a) and (b), and the notice of the entry of this Order constitute adequate notice of the assumption and rejection of executory contracts and unexpired leases pursuant to Article VI of the Plan, both for contracts and leases that are listed on the Schedules 6.02(a) or (b) of the Plan as well as those contracts and leases assumed or rejected pursuant to the terms of the Plan. No further notice is required.

4. The Debtor has exercised reasonable business judgment in determining whether to assume or reject each of its executory contracts and unexpired leases as set forth in Article VI of the Plan and each assumption or rejection provided in Article VI of the Plan shall be legal, valid and binding upon the Debtor, its bankruptcy estate and all non-debtor parties to such executory contract or unexpired lease to the same extent as if such assumption or rejection had been effectuated pursuant to an appropriate separate order of this Court. Upon satisfaction of the cure amounts, as set forth on Schedule 6.02(a), and upon the Effective Date of the Plan, all contracts and leases designated by the Debtor as being assumed in Article VI of the Plan shall be assumed and binding upon the parties thereto.

5. The Debtor will be acting in good faith if it proceeds to (1) consummate the Plan, transactions, and transfers contemplated by the Plan; and (2) take the actions authorized and directed by this Confirmation Order.

6. Pursuant to 11 U.S.C. § 1141(b) and (c), on the Effective Date all property of the Debtor and its Estate shall vest in Morris Brown College as the reorganized debtor (the "Reorganized Debtor"), free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan (including with respect to Clark Atlanta

University's Reversionary Interest and AME's "carried interest" under Class 2 as evidenced by the Note and the Bond Assignment Documents) or this Confirmation Order.

7. Except as otherwise provided in this Order or in the Plan, upon entry of this Order, the Debtor shall be discharged of all Claims, debts and other obligations to the extent set forth in 11 U.S.C. § 1141(d), except as otherwise provided in the Plan.

8. To the extent that the Debtor, AME, the Indenture Trustee, or any other Entity transfers or makes delivery of an instrument of transfer under or pursuant to the Plan, including, without limitation, the Bond Assignment Documents (defined hereinbelow), such transfer or delivery shall not be taxed under any law imposing a stamp tax or similar tax to the largest extent provided under 11 U.S.C. § 1146.

9. The conditions to Confirmation as set forth in Section 9.01 of the Plan have been satisfied or waived or will be satisfied by the entry of this Order.

10. Effective as of the Effective Date, and all provisions of the Second Amended Plan notwithstanding, in consideration for, *inter alia*, the debtor-in-possession financing and as may be approved pursuant to Rule 9019 of the Bankruptcy Rules in this Bankruptcy Case, and the Carve Out, the Debtor, in its individual capacity, as debtor in possession, and on behalf of the Estate, will be deemed to have forever released, waived and discharged AME and the Indenture Trustee, their current and former affiliates, agents, attorneys, managers, members, representatives, officers, directors, employees, successors, transferees and assigns, from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtor or the Distribution Agent to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered

thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence, including actions in connection with indebtedness for money borrowed by the Debtor both pre- and post-petition, taking place on or prior to the Effective Date in any way relating to the Debtor, its Estate, the Chapter 11 Case, or the Plan.

**11. All provisions of the Second Amended Plan notwithstanding, on the Effective Date, this Confirmation Order shall constitute an injunction permanently enjoining any Person or Entity (including, without limitation, the Reorganized Debtor or the Disbursing Agent) that has held, currently holds or may hold a Claim, demand, debt, right, Cause of Action or liability that is released pursuant to this Confirmation Order or Section 10.03 of the Plan from enforcing or attempting to enforce any such Claim, demand, debt, right, Cause of Action or liability against (1) the Debtor, (2) the Committee, (3) the Distribution Agent, (4) any current or former member, counsel, trustee, officer, director, employee, agent, advisor, professional, representative or other person acting on behalf of the foregoing (1) through (3), or (5) any of the respective Property of any of the foregoing. In consideration for the debtor-in-possession financing and the Carve Out and the release of certain liens and rights pursuant to which AME enabled the Debtor to fund distributions pursuant to the Plan, this Confirmation Order shall constitute an injunction permanently enjoining any Person or Entity (including, without limitation, the Reorganized Debtor or the Disbursing Agent) that has held, currently holds or may hold a Claim, demand, debt,**

**right, Cause of Action or liability that is released pursuant to this Confirmation Order or Section 10.03 of the Plan from enforcing or attempting to enforce any such Claim, demand, debt, right, Cause of Action of liability against AME, the Indenture Trustee, AME and the Indenture Trustee, their current and former affiliates, agents, attorneys, managers, members, representatives, officers, directors, employees, successors, transferees, and assigns, and any other person acting on behalf of AME or the Indenture Trustee.**

12. The discharge, release and injunction provisions set forth in this Confirmation Order and in Sections 10.02 and 10.03 of the Second Amended Plan are made in exchange for consideration, are in the best interest of the Debtor, the estate and Holders of Claims and Interests and are fair, equitable and integrally necessary elements of the restructuring and resolution of this chapter 11 case in accordance with the Plan.

13. The stay provided by Bankruptcy Rule 3020(e) shall not apply to this Confirmation Order. Immediately upon the effective date of the Plan, this Confirmation Order and the terms of the Plan shall bind (a) the Debtor; (b) all Holders of Claims and Interests; (c) any other party in interest in this chapter 11 case; (d) anyone who made an appearance in this chapter 11 case; and (e) each of the foregoing's respective heirs, successors, assigns, agents, attorneys, affiliates and beneficiaries.

14. The entry of this Confirmation Order authorizes the Debtor to take or cause to be taken all actions necessary or appropriate to consummate and implement the provisions of the Plan prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by this Court. On and after the Effective Date AME is authorized, but shall not be required to, file UCC financing statements, notices of

liens and security interests, mortgages and other similar documents reflecting AME's properly perfected, first priority lien on and security interest in all property of the Reorganized Debtor as security for the Reorganized Debtor's obligations to AME under the Note as set forth in the Plan.

15. As of the Effective Date of the Plan, the Debtor may operate its organization and may use, acquire and dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than as set forth in the Plan.

16. Upon the occurrence of the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after the Effective Date shall terminate and the Debtor may employ and pay all Professionals in the ordinary course of business without any further notice to, action by or order or approval of the Bankruptcy Court or any other party.

17. On the Effective Date, the Official Committee of Unsecured Creditors (the "Committee") shall be automatically dissolved and all of its members, Professionals and agents shall be deemed released of their duties, responsibilities and obligations in connection with the Debtor, the chapter 11 case, the Plan or its implementation. Pursuant to the requirements of the Plan, the Committee has selected two (2) members of the Committee to serve as the Oversight Committee and has notified the Debtor of such members. From and after the Effective Date, the Reorganized Debtor shall consult with the Oversight Committee on all matters related to Claim Objections, Avoidance Actions, treatment of executory contracts and distribution of Distributable Cash from the Distribution Account.

18. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), the Debtor shall file and serve notice of entry of this Confirmation Order on creditors and parties in interest and the United States Trustee for the Northern District of Georgia by causing such notice to be delivered to such parties by first-class mail, postage prepaid, within ten (10) business days after the entry of this order. Further, the Debtor shall similarly file and serve notice of the Effective Date of the Plan within ten (10) business days following the occurrence of the Effective Date. Such notice is adequate under the particular circumstances and no other or further notice is necessary.

19. Pursuant to sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of the Confirmation Order and the Plan including, without limitation, any amendments or modifications to the Plan as well as any instruments effectuating the Plan including, without limitation, the Note and the Bond Assignment Documents (defined hereinbelow) shall apply and be valid and enforceable notwithstanding any otherwise applicable non-bankruptcy law. As of the Effective Date the Debtor, Indenture Trustee and AME shall be authorized to execute and deliver documents substantially in the form of Exhibit 1 hereto (collectively, the "Bond Assignment Documents") effectuating the amendment and assignment of the pre-petition trust indentures and bond documents relating to the Class 2 Claims such that AME shall have a first priority lien on and security interest in all property of the Reorganized Debtor described therein.

20. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

**END OF ORDER**



**Prepared and Presented by:**

Dated: March 26, 2015  
Atlanta, Georgia

/s/ John A. Moore

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John A. Moore (Ga. Bar No. 519792)  
**The Moore Law Group, LLC**  
1745 Martin Luther King Jr., Dr.  
Atlanta, GA 30314  
Telephone: (678) 288-5600  
Facsimile: (888) 553-0071

*Local Counsel for Debtor and Debtor in Possession*

and

Philadelphia, Pennsylvania

/s/ Anne M. Aaronson

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**DILWORTH PAXSON LLP**  
Anne M. Aaronson (Pa. Bar No. 82118)  
1500 Market St., Suite 3500E  
Philadelphia, PA 19102  
Telephone: (215) 575-7000  
Facsimile: (215) 575-7200

*Lead Counsel for Debtor and Debtor in Possession*

# EXHIBIT 1

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

After recording return to:  
Rogers & Hardin LLP  
2700 International Tower  
229 Peachtree Street NE  
Atlanta, GA 30303-1601  
Attention: Richard H. Sinkfield, Esq.

STATE OF GEORGIA  
COUNTY OF FULTON

**TRANSFER AND ASSIGNMENT OF BOND DOCUMENTS AND RELATED RIGHTS**

FOR VALUE RECEIVED, the undersigned U.S Bank National Association, as successor trustee under the below referenced Indenture ("Assignor"), does hereby transfer, assign and convey unto African Methodist Episcopal Church, Inc. ("Assignee"), a Pennsylvania non-profit corporation, having an address of 512 8<sup>th</sup> Avenue, South, Nashville, Tennessee 37203, as the sole bondholder of the Bonds issued under the Indenture, all right, title and interest of the undersigned in and under:

(i) that certain Loan Agreement dated as of August 1, 1996 by and between the Development Authority of Fulton County (the "Issuer") and Morris Brown College, a Georgia non-profit educational corporation ("Morris Brown"), as assigned by the Issuer to the Trustee pursuant to that related Trust Indenture (the "Indenture") dated as August 1, 1996 between the Issuer and the undersigned as Trustee (the "Loan Agreement");

(ii) that certain Deed to Secure Debt and Security Agreement dated as of August 1, 1996 from Morris Brown to Issuer, recorded in Deed Book 21305, Page 224, Fulton County, Georgia, Superior Court Records, as assigned by Issuer to Trustee by the Indenture and by that certain Transfer and Assignment from Issuer to Trustee recorded in Deed Book 42058, Page 377, aforesaid records;

(iii) that certain Deed to Secure Debt and Security Agreement dated as of January 25, 2007 from Morris Brown to Trustee, recorded in Deed Book 44359, Page 611, Fulton County, Georgia, Superior Court Records, as amended by Amendment to Deed to Secure Debt and Security Agreement between Morris Brown and Trustee dated August 23, 2007, recorded in Deed Book 45705, Page 7;

(iv) that certain Deed to Secure Debt, Security Agreement and Fixture Filing dated as of November 5, 2013 from Morris Brown to Trustee, recorded in Deed Book 53335, Page 603, Fulton County, Georgia, Superior Court Records;

(v) UCC Financing Statement showing Morris Brown as debtor, and Citizens Trust Bank, as Trustee, as secured party, filed April 3, 2003, and recorded in Deed Book 34590, Page 192, Fulton County, Georgia, Superior Court Records; as amended to change name by that certain UCC Financing Statement Amendment from Citizens Trust Bank, as Trustee, to U.S. Bank National Association, as Trustee, filed August 2, 2004, and recorded in Deed Book 38142, Page 267, aforesaid records; as amended to change the name by that certain UCC Financing Statement Amendment from Citizens Trust Bank, as Trustee, to U.S. Bank National Association, as Trustee, filed March 17, 2008, and recorded in Deed Book 46474, Page 8, aforesaid records; as amended to continue by that certain UCC Financing Statement Amendment showing U.S. Bank National Association, as Trustee, as secured party, filed March 17, 2008, and recorded in Deed Book 46474, Page 9, aforesaid records; as amended to continue by that certain UCC Financing Statement Amendment showing U.S. Bank National Association, as Trustee, as secured party, filed January 15, 2013, and recorded in Deed Book 52142, Page 438, aforesaid records; and UCC Financing Statement No. 060-2003-04661 filed April 1, 2003 in Georgia's centralized Uniform Commercial Code records showing Citizens Trust Bank, as Trustee, as secured party, and Morris Brown, as debtor, as amended by Amendment No. 060-2004-009830 in the aforesaid records filed August 2, 2004 to substitute U.S. Bank National Association, as Trustee, as secured party, as continued by Amendment No. 060-2008-003105 in the aforesaid records filed March 20, 2008, and upon execution and recording of this instrument, the African Methodist Episcopal Church, Inc. shall have full power and authority to file amendments to and/or replacements of such financing statements as it deems proper reflecting such assignment; and

(v) Order and Judgment granting Plaintiff's Motion for Summary Judgment entered against Morris Brown College on or about December 13, 2007 in the lawsuit styled *U.S. Bank National Association v. Morris Brown College*, Civil Action 2006 CV 114463 (Fulton Co. Superior Ct.) in the amount of (i) \$10,715,000.00 in principal, (ii) interest of \$1,925,160.26 as of October 17, 2007, with interest continuing to accrue at the rate of \$2,195.09 a day from October 18, 2007 through the date of the judgment, (iii) Trustee's fees of \$5,300.00, and (iv) attorneys' fees permitted pursuant to O.C.G.A. § 13-1-11 in the amount of \$895,160.03, as continued by Notice Pursuant to O.C.G.A. § 9-12-60 to Prevent Dormancy of Judgment filed December 5, 2014.

Assignor warrants and represents to Assignee (i) that Assignor is the sole owner in its capacity as Trustee under the Indenture of the instruments, property, powers, rights, privileges and interests transferred and assigned hereby, and (ii) that all of Assignor's right, title and interest in such instruments are free and clear of any encumbrances and liens arising by, through or under Assignor.

This Transfer and Assignment shall be binding upon the undersigned, its successors, legal representatives and assigns, and shall inure to the benefit of African Methodist Episcopal Church, Inc., its successors, legal representatives and assigns.

**[Signatures Follow on Next Page]**

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers has caused this transfer and assignment to be executed under seal on this \_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, sealed and delivered  
in the presence of:

U.S. BANK NATIONAL ASSOCIATION

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: Sandra Spivey  
Title: Vice President

\_\_\_\_\_  
Notary Public  
Commission Expiration Date:

\_\_\_\_\_  
[NOTARY SEAL]



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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After recording return to:  
Rogers & Hardin LLP  
2700 International Tower  
229 Peachtree Street NE  
Atlanta, GA 30303-1601  
Attention: Richard H. Sinkfield, Esq.

STATE OF GEORGIA

COUNTY OF FULTON

OMNIBUS AMENDMENT TO BOND DOCUMENTS

THIS OMNIBUS AMENDMENT TO BOND DOCUMENTS (hereinafter called the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MORRIS BROWN COLLEGE, a non-profit educational corporation organized and existing under the laws of the State of Georgia (hereinafter called "Morris Brown") whose address is 643 Martin Luther King Jr. Drive, Atlanta, GA 30314, and AFRICAN METHODIST EPISCOPAL CHURCH, INC., a Pennsylvania non-profit corporation (hereinafter called "AME") whose address is 512 8<sup>th</sup> Avenue, South, Nashville, Tennessee 37203. All capitalized, undefined terms used herein shall have the meaning ascribed to such terms in the hereinafter defined Note.

W I T N E S S E T H: That,

WHEREAS, AME is the holder of 100% of the Development Authority of Fulton County Revenue Refunding Bonds (Morris Brown College Project), Series 1996 (the "Bonds"), in the original aggregate principal amount of \$13,100,00.00 issued pursuant to that certain Trust Indenture, dated as of August 1, 1996 (the "Indenture"), between U.S. Bank National Association, as successor trustee to Citizens Trust Bank (the "Trustee"), and the Development Authority of Fulton County (the "Issuer");

WHEREAS, the Bonds are secured by:

(i) that certain Loan Agreement dated as of August 1, 1996 by and between the Issuer and Morris Brown, as assigned by the Issuer to the Trustee pursuant to the Indenture (the "Loan Agreement"),



(ii) that certain Deed to Secure Debt and Security Agreement dated as of August 1, 1996 from Morris Brown to Issuer, recorded in Deed Book 21305, Page 224, Fulton County, Georgia, Superior Court Records, as assigned by Issuer to Trustee by the Indenture and by that certain Transfer and Assignment from Issuer to Trustee recorded in Deed Book 42058, Page 377, aforesaid records (said Deed to Secure Debt and Security Agreement, as amended, modified and assigned from time to time, collectively the "1996 Security Deed"),

(iii) that certain Deed to Secure Debt and Security Agreement dated as of January 25, 2007 from Morris Brown to Trustee, recorded in Deed Book 44359, Page 611, aforesaid records, as amended by Amendment to Deed to Secure Debt and Security Agreement between Morris Brown and Trustee dated August 23, 2007, recorded in Deed Book 45705, Page 7, aforesaid records (as further amended, modified and assigned from time to time, collectively, the "2007 Security Deed"), and

(iv) that certain Deed to Secure Debt, Security Agreement and Fixture Filing dated as of November 5, 2013 from Morris Brown to Trustee, recorded in Deed Book 53335, Page 603, aforesaid records (as amended, modified and assigned from time to time, the "2013 Security Deed") (the 1996 Security Deed, 2007 Security Deed and 2013 Security Deed are hereinafter collectively referred to as the "Security Deeds" and the Security Deeds and the Loan Agreement are hereinafter collectively referred to as the "Security Documents");

WHEREAS, Morris Brown filed for relief under Chapter 11 of the Bankruptcy Code on August 25, 2012, in the United States Bankruptcy Court, Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), Case Number 12-71188-BEM (the "Bankruptcy Case");

WHEREAS, on \_\_\_\_\_, 2015, the Bankruptcy Court entered an order (the "Confirmation Order") confirming Morris Brown's Second Amended Chapter 11 Plan of Reorganization dated \_\_\_\_\_, 2015 (the "Amended Plan of Reorganization");

WHEREAS, the Amended Plan of Reorganization provides for AME to receive, in satisfaction of its remaining claims with respect to the Bonds and certain other indebtedness of Morris Brown to AME, that certain Secured Promissory Note effective as of \_\_\_\_\_, 2015 in the original principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) having a maturity date of \_\_\_\_\_, 2025 (the "Note"), to be secured by the Security Documents as amended hereby, and by certain other security instruments being simultaneously amended herewith;

WHEREAS, the Trustee has assigned its right, title and interest in [the Indenture and] the Security Documents to AME by Transfer and Assignment of Bond Documents dated \_\_\_\_\_, recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records;

WHEREAS, Morris Brown and AME desire to amend the Security Documents to secure the Note and otherwise as herein provided.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the acceptance of the Note in satisfaction of AME's remaining claims in the Bankruptcy Case and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Morris Brown and AME agree as follows:

1. Amendments to Security Deeds. Each of the Security Deeds is hereby amended as follows:

1.1 All references in the Security Deeds to the "Authority," the "Trustee" or the "Bond Investor" shall be a reference to and shall mean AME.



1.2 All references in the Security Deeds to the "Bonds" shall be a reference to and shall mean the Note.

1.3 The terms "Indebtedness" and "Secured Indebtedness" as used in and secured by each of the Security Deeds shall mean all amounts payable by Morris Brown pursuant to (i) the Note and all renewals and extensions thereof, (ii) the Loan Agreement, as amended hereby, and (iii) such Security Deed, as amended hereby, together with any advances by AME for the purposes of paying taxes or premiums on insurance on the Premises (as defined in such Security Deed) or to repair, maintain or improve the Premises.

1.4 The term "Event of Default" as used in each Security Deed shall mean an Event of Default as defined in the Note.

2. Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 All references in the Loan Agreement to the "Authority," the "Trustee" or the "Bond Investor" shall be a reference to and shall mean AME.

2.2 All references in the Loan Agreement to the "Bonds" shall be a reference to and shall mean the Note.

2.3 The term "Loan Payments" as used in the Loan Agreement shall mean all payments due under the Note, which payments shall be paid to AME in accordance with the terms of the Note.

2.4 The term "Agreement Term" as used in the Loan Agreement shall mean the period commencing on the Effective Date of and as defined in the Note and continuing until the Note is paid in full, unless terminated sooner pursuant to the terms of the Note and Loan Agreement.

2.5 The term "Event of Default" as used in the Loan Agreement shall mean an Event of Default as defined in the Note.

2.6 Those provisions of the Loan Agreement relating to issuance of the Bonds and deposit of funds with the Trustee shall no longer have any force or effect, such provisions having been superseded by issuance of the Note and the payments to be made thereon.

2.7 Clause (ii) of Section 5.13 of the Loan Agreement requiring 1.25X debt service coverage is hereby deleted.

3. Morris Brown's Representations and Warranties

Morris Brown represents and warrants to AME as follows:

3.1 Morris Brown is a nonprofit corporation duly organized and existing and in good standing under the laws of the State of Georgia and has the corporate power and authority to enter into this Amendment and, by proper corporate action and pursuant to the Confirmation Order, has duly authorized the execution and delivery of this Amendment. This Amendment has been executed by Morris Brown, and the Security Documents, as amended hereby, constitute the valid, binding and enforceable obligations of Morris Brown, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the

enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief.

3.2 Neither the execution and delivery of this Amendment, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of the Security Documents, as amended hereby, conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which Morris Brown is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Morris Brown under the terms of any instrument or agreement other than the Security Documents, as amended hereby.

4. Miscellaneous

4.1 This Amendment shall inure to the benefit of and be binding upon Morris Brown and AME and their respective successors and assigns as the context may permit or require. Whenever a reference is made in this Amendment to Morris Brown or AME, such reference shall be deemed to include a reference to the successors and assigns of Morris Brown or AME, as the case may be.

4.2 In the event of any conflict between the terms of any of the Security Documents, as amended hereby, and the terms of the Note, the terms of the Note shall control and be given effect.

4.3 If any provisions of the Security Documents, as amended hereby, or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of such Security Documents, as amended hereby, and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.4 This Amendment shall be interpreted, construed and enforced according to the laws of the State of Georgia.

4.5 Any and all notices, elections or demands permitted or required to be made under this Amendment or the Security Documents, as amended hereby, shall be given as provided in the Note.

4.6 Except as expressly provided in this Amendment, all terms, covenants and conditions of the Security Documents shall remain in full force and effect, and are hereby ratified, confirmed and acknowledged by Morris Brown.

*[Signature pages follow.]*

IN WITNESS WHEREOF, Morris Brown and AME have executed this Amendment under seal, as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

MORRIS BROWN COLLEGE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(NOTARY SEAL)

\_\_\_\_\_  
(CORPORATE SEAL)

*[Signatures continued on next page.]*

Signed, sealed and delivered  
in the presence of:

AFRICAN METHODIST EPISCOPAL  
CHURCH, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Name:  
Title:

(NOTARY SEAL)

(CORPORATE SEAL)



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

After recording return to:  
Rogers & Hardin LLP  
2700 International Tower  
229 Peachtree Street NE  
Atlanta, GA 30303-1601  
Attention: Richard H. Sinkfield, Esq.

STATE OF GEORGIA

COUNTY OF FULTON

OMNIBUS AMENDMENT TO LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO LOAN DOCUMENTS (hereinafter called the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MORRIS BROWN COLLEGE, a non-profit educational corporation organized and existing under the laws of the State of Georgia (hereinafter called "Morris Brown") whose address is 643 Martin Luther King Jr. Drive, Atlanta, GA 30314, and AFRICAN METHODIST EPISCOPAL CHURCH, INC., a Pennsylvania non-profit corporation (hereinafter called "AME") whose address is 512 8<sup>th</sup> Avenue, South, Nashville, Tennessee 37203. All capitalized, undefined terms used herein shall have the meaning ascribed to such terms in the hereinafter defined Note.

WITNESSETH: That,

WHEREAS, AME is the holder of the indebtedness in the original principal amount of \$2,500,000 secured by:

(i) that certain Security Deed and Agreement from Morris Brown to Capital Mortgage Corporation, a Georgia corporation (as to an 85% undivided interest), First Financial Funding, Inc., a Georgia corporation (as to a 10% undivided interest) and Prime Equity Lending, Inc., a Georgia corporation (as to a 5% undivided interest), dated February 16, 2005, filed February 17, 2005, and recorded in Deed Book 39417, Page 162, Fulton County, Georgia records; as assigned by that certain Transfer and Assignment of Notes, Deeds to Secure Debt and Other Collateral Loan Documents from Capital Mortgage Corporation, a Georgia corporation, to Riverside Bank, dated February 22, 2005, filed June 17, 2005, and recorded in Deed Book 40260, Page 87, aforesaid records; as assigned by that certain



Transfer and Assignment of Notes, Deeds to Secure Debt and Other Collateral Loan Documents from First Financial Funding, Inc., a Georgia corporation, to Riverside Bank, dated February 22, 2005, filed August 15, 2005, and recorded in Deed Book 40684, Page 531, aforesaid records; as assigned by that certain Transfer and Assignment from Bank of North Georgia, successor-in-interest to Riverside Bank, to Capital Mortgage Corporation, a Georgia corporation, dated April 12, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 89, aforesaid records; as assigned by that certain Transfer and Assignment from Bank of North Georgia, successor-in-interest to Riverside Bank, to First Financial Funding, Inc., a Georgia corporation, dated April 12, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 91, aforesaid records; as assigned by that certain Transfer and Assignment of Security Deed and Agreement, Assignment of Leases and Rents, and Other Loan Documents from Capital Mortgage Corporation, First Financial Funding, Inc. and Prime Equity Lending, Inc. to AME, dated April 13, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 93, aforesaid records (as amended, modified and assigned from time to time, the "Security Deed"), and

(ii) that certain Assignment of Leases and Rents from Morris Brown to Capital Mortgage Corporation, a Georgia corporation (as to a 85% undivided interest), First Financial Funding, Inc., a Georgia corporation (as to a 10% undivided interest) and Prime Equity Lending, Inc., a Georgia corporation (as to a 5% undivided interest), dated February 16, 2005, filed February 17, 2005, and recorded in Deed Book 39417, Page 175, aforesaid records; as assigned by that certain Transfer and Assignment of Notes, Deeds to Secure Debt and Other Collateral Loan Documents from Capital Mortgage Corporation, a Georgia corporation, to Riverside Bank, dated February 22, 2005, filed June 17, 2005, and recorded in Deed Book 40260, Page 87, aforesaid records; as assigned by that certain Transfer and Assignment of Notes, Deeds to Secure Debt and Other Collateral Loan Documents from First Financial Funding, Inc., a Georgia corporation, to Riverside Bank, dated February 22, 2005, filed August 15, 2005, and recorded in Deed Book 40684, Page 531, aforesaid records; as assigned by that certain Transfer and Assignment from Bank of North Georgia, successor-in-interest to Riverside Bank, to Capital Mortgage Corporation, a Georgia corporation, dated April 12, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 89, aforesaid records; as assigned by that certain Transfer and Assignment from Bank of North Georgia, successor-in-interest to Riverside Bank to First Financial Funding, Inc., a Georgia corporation, dated April 12, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 91, aforesaid records; as assigned by that certain Transfer and Assignment of Security Deed and Agreement, Assignment of Leases and Rents, and Other Loan Documents from Capital Mortgage Corporation, First Financial Funding, Inc. and Prime Equity Lending, Inc. to AME, dated April 13, 2006, filed April 14, 2006, and recorded in Deed Book 42369, Page 93, aforesaid records (as amended, modified and assigned from time to time, the "Assignment of Leases") (the Security Deed and the Assignment of Leases are hereinafter collectively referred to as the "Security Documents");

WHEREAS, Morris Brown filed for relief under Chapter 11 of the Bankruptcy Code on August 25, 2012, in the United States Bankruptcy Court, Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), Case Number 12-71188-BEM (the "Bankruptcy Case");

WHEREAS, on \_\_\_\_\_, 2015, the Bankruptcy Court entered an order (the "Confirmation Order") confirming Morris Brown's Second Amended Chapter 11 Plan of Reorganization dated \_\_\_\_\_, 2015 (the "Amended Plan of Reorganization");

WHEREAS, the Amended Plan of Reorganization provides for AME to receive, in satisfaction of its remaining claims with respect to the indebtedness secured by the Security Documents and certain other indebtedness of Morris Brown to AME, that certain Secured Promissory Note effective as of \_\_\_\_\_, 2015 in the original principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) having a maturity date of \_\_\_\_\_, 2025 (the "Secured Note"), to be

secured by the Security Documents as amended hereby, and by certain other security instruments being simultaneously amended herewith;

WHEREAS, Morris Brown and AME desire to amend the Security Documents to secure the Note and otherwise as herein provided.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the acceptance of the Note in satisfaction of AME's remaining claims in the Bankruptcy Case and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Morris Brown and AME agree as follows:

1. Amendments to Security Deed. The Security Deed is hereby amended as follows:

1.1 All references in the Security Deed to the "Note" shall be a reference to and shall mean the Secured Note, and the repayment of the Secured Note shall be secured by and as provided in the Security Deed.

1.2 Upon the occurrence of an Event of Default as defined in the Note, Morris Brown shall be in default under the Security Deed, and AME shall be entitled to accelerate the Secured Note and to exercise all rights and remedies it may have under the Security Deed or at law, including the power of sale.

2. Amendments to Assignment of Leases. The Assignment of Leases is hereby amended as follows:

2.1 All references in the Assignment of Leases to the "Note" shall be a reference to and shall mean the Secured Note.

2.2 The term "Indebtedness" as used in and secured by the Assignment of Leases shall mean all amounts payable by Morris Brown pursuant to the Secured Note, the Security Deed, as amended hereby, or any other Loan Document (as defined in the Assignment of Leases).

2.3 The term "Event of Default" as used in the Assignment of Leases shall mean an Event of Default as defined in the Secured Note.

3. Morris Brown's Representations and Warranties

Morris Brown represents and warrants to AME as follows:

3.1 Morris Brown is a nonprofit corporation duly organized and existing and in good standing under the laws of the State of Georgia and has the corporate power and authority to enter into this Amendment and, by proper corporate action and pursuant to the Confirmation Order, has duly authorized the execution and delivery of this Amendment. This Amendment has been executed by Morris Brown, and the Security Documents, as amended hereby, constitute the valid, binding and enforceable obligations of Morris Brown, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief.

3.2 Neither the execution and delivery of this Amendment, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and



conditions of the Security Documents, as amended hereby, conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which Morris Brown is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Morris Brown under the terms of any instrument or agreement other than the Security Documents, as amended hereby.

4. Miscellaneous

4.1 This Amendment shall inure to the benefit of and be binding upon Morris Brown and AME and their respective successors and assigns as the context may permit or require. Whenever a reference is made in this Amendment to Morris Brown or AME, such reference shall be deemed to include a reference to the successors and assigns of Morris Brown or AME, as the case may be.

4.2 In the event of any conflict between the terms of any of the Security Documents, as amended hereby, and the terms of the Secured Note, the terms of the Secured Note shall control and be given effect.

4.3 If any provisions of the Security Documents, as amended hereby, or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of such Security Documents, as amended hereby, and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.4 This Amendment shall be interpreted, construed and enforced according to the laws of the State of Georgia.

4.5 Any and all notices, elections or demands permitted or required to be made under this Amendment or the Security Documents, as amended hereby, shall be given as provided in the Secured Note.

4.6 Except as expressly provided in this Amendment, all terms, covenants and conditions of the Security Documents shall remain in full force and effect, and are hereby ratified, confirmed and acknowledged by Morris Brown.

*[Signature pages follow.]*

IN WITNESS WHEREOF, Morris Brown and AME have executed this Amendment under seal, as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

MORRIS BROWN COLLEGE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Name:  
Title:

(NOTARY SEAL)

(CORPORATE SEAL)

*[Signatures continued on next page.]*

Signed, sealed and delivered  
in the presence of:

AFRICAN METHODIST EPISCOPAL  
CHURCH, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(NOTARY SEAL)

(CORPORATE SEAL)



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

After recording return to:  
Rogers & Hardin LLP  
2700 International Tower  
229 Peachtree Street NE  
Atlanta, GA 30303-1601  
Attention: Richard H. Sinkfield, Esq.

STATE OF GEORGIA  
COUNTY OF FULTON

**TRANSFER AND ASSIGNMENT OF INDENTURE**

FOR VALUE RECEIVED, the undersigned Citizens Trust Bank, as trustee under the below referenced Indenture ("Assignor") does hereby transfer, assign and convey unto African Methodist Episcopal Church, Inc. ("Assignee"), a Pennsylvania non-profit corporation, having an address of 512 8<sup>th</sup> Avenue, South, Nashville, Tennessee 37203, as the sole bondholder of the Bonds issued under the Indenture, all right, title and interest of the undersigned in and under:

(i) that certain Trust Indenture (the "Indenture"), dated as of May 1, 1970, between Citizens Trust Bank, a Georgia banking association, as Trustee (formerly known as Citizens Trust Company), and Morris Brown College, a Georgia non-profit educational corporation, recorded at Deed Book 2571, Page 1, Fulton County, Georgia, Superior Court Records, re-recorded at Deed Book 5373, Page 110, aforesaid records, and

(ii) UCC Financing Statement No. 060-2010-01338 filed February 17, 2010 in Georgia's centralized Uniform Commercial Code records showing Citizens Trust Bank, as Trustee, as secured party and Morris Brown College, as debtor, and upon execution and recording of this instrument, African Methodist Episcopal Church, Inc. shall have full power and authority to file amendments to and/or replacements of such financing statements as it deems proper reflecting such assignment.

Assignor warrants and represents to Assignee (i) that Assignor is the sole owner in its capacity as Trustee under the Indenture of the instruments, property, powers, rights, privileges and interests transferred and assigned hereby, and (ii) that all of Assignor's right, title and interest in such instruments are free and clear of any encumbrances and liens arising by, through or under Assignor.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers has caused this transfer and assignment to be executed under seal on this \_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, sealed and delivered  
in the presence of:

CITIZENS TRUST BANK

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
Commission Expiration Date:

\_\_\_\_\_  
[NOTARY SEAL]





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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

---

After recording return to:  
Rogers & Hardin LLP  
2700 International Tower  
229 Peachtree Street NE  
Atlanta, GA 30303-1601  
Attention: Richard H. Sinkfield, Esq.

STATE OF GEORGIA

COUNTY OF FULTON

AMENDMENT TO TRUST INDENTURE

THIS AMENDMENT TO TRUST INDENTURE (hereinafter called the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MORRIS BROWN COLLEGE, a non-profit educational corporation organized and existing under the laws of the State of Georgia (hereinafter called "Morris Brown") whose address is 643 Martin Luther King Jr. Drive, Atlanta, GA 30314, and AFRICAN METHODIST EPISCOPAL CHURCH, INC., a Pennsylvania non-profit corporation (hereinafter called "AME") whose address is 512 8<sup>th</sup> Avenue, South, Nashville, Tennessee 37203. All capitalized, undefined terms used herein shall have the meaning ascribed to such terms in the hereinafter defined Note.

WITNESSETH: That,

WHEREAS, AME is the holder of 100% of the Morris Brown College Housing and Auxiliary Facility Bonds of 1970 Series A, B, C, D and E (the "Bonds"), in the original aggregate principal amount of \$4,485,000 issued pursuant to that certain Trust Indenture, dated as of May 1, 1970 (the "Indenture"), between Citizens Trust Bank, formerly known as Citizens Trust Company (the "Trustee"), and Morris Brown recorded at Deed Book 2571, Page 1, Fulton County, Georgia, Superior Court Records, re-recorded at Deed Book 5373, Page 110, aforesaid records.

WHEREAS, the Bonds are secured as provided in the Indenture, including the granting clauses on pages 47 through 51 thereof (recorded in Deed Book 5373, Pages 159-163, aforesaid records);



WHEREAS, Morris Brown filed for relief under Chapter 11 of the Bankruptcy Code on August 25, 2012, in the United States Bankruptcy Court, Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), Case Number 12-71188-BEM (the "Bankruptcy Case");

WHEREAS, on \_\_\_\_\_, 2015, the Bankruptcy Court entered an order (the "Confirmation Order") confirming Morris Brown's Second Amended Chapter 11 Plan of Reorganization dated \_\_\_\_\_, 2015 (the "Amended Plan of Reorganization");

WHEREAS, the Amended Plan of Reorganization provides for AME to receive, in satisfaction of its remaining claims with respect to the Bonds and certain other indebtedness of Morris Brown to AME, that certain Secured Promissory Note effective as of \_\_\_\_\_, 2015 in the original principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) having a maturity date of \_\_\_\_\_, 2025 (the "Note"), to be secured by the Indenture as amended hereby and by certain other security instruments being simultaneously amended herewith;

WHEREAS, the Trustee has assigned its right, title and interest in and under the Indenture to AME by Transfer and Assignment of Indenture dated \_\_\_\_\_, recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records;

WHEREAS, Morris Brown and AME desire to amend the Indenture to secure the Note and otherwise as herein provided.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the acceptance of the Note in satisfaction of AME's remaining claims in the Bankruptcy Case and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Morris Brown and AME agree as follows:

1. Amendment to Indenture. The Indenture is hereby amended as follows:

1.1 All references in the Indenture to the "Authority," the "Trustee" or the "Bondholders" shall be a reference to and shall mean AME.

1.2 All references in the Indenture to the "Bonds" shall be a reference to and shall mean the Note.

1.3 The indebtedness and obligations secured by the Indenture shall mean all amounts payable by Morris Brown pursuant to the Note and all renewals and extensions thereof, and the payment and performance of all obligations of Morris Brown under the Note and the Indenture, as amended hereby.

1.4 The term "event of default" as used in the Indenture shall mean an Event of Default as defined in the Note.

1.5 Those provisions of the Indenture relating to issuance of the Bonds and deposit of funds with the Trustee shall no longer have any force or effect, such provisions having been superseded by issuance of the Note and the payments to be made thereon.

2. Morris Brown's Representations and Warranties

Morris Brown represents and warrants to AME as follows:

2.1 Morris Brown is a nonprofit corporation duly organized and existing and in good standing under the laws of the State of Georgia and has the corporate power and authority to enter into this Amendment and, by proper corporate action and pursuant to the Confirmation Order, has duly authorized the execution and delivery of this Amendment. This Amendment has been executed by Morris Brown, and the Indenture, as amended hereby, constitutes the valid, binding and enforceable obligations of Morris Brown, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief.

2.2 Neither the execution and delivery of this Amendment, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of the Indenture, as amended hereby, conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which Morris Brown is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Morris Brown under the terms of any instrument or agreement other than the Indenture, as amended hereby.

3. Miscellaneous

3.1 This Amendment shall inure to the benefit of and be binding upon Morris Brown and AME and their respective successors and assigns as the context may permit or require. Whenever a reference is made in this Amendment to Morris Brown or AME, such reference shall be deemed to include a reference to the successors and assigns of Morris Brown or AME, as the case may be.

3.2 In the event of any conflict between the terms of any of the Indenture , as amended hereby, and the terms of the Note, the terms of the Note shall control and be given effect.

3.3 If any provisions of the Indenture , as amended hereby, or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of such Indenture , as amended hereby, and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.4 This Amendment shall be interpreted, construed and enforced according to the laws of the State of Georgia.

3.5 Any and all notices, elections or demands permitted or required to be made under this Amendment or the Indenture , as amended hereby, shall be given as provided in the Note.

3.6 Except as expressly provided in this Amendment, all terms, covenants and conditions of the Indenture shall remain in full force and effect, and are hereby ratified, confirmed and acknowledged by Morris Brown.

*[Signature pages follow.]*

IN WITNESS WHEREOF, Morris Brown and AME have executed this Amendment under seal, as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

MORRIS BROWN COLLEGE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(NOTARY SEAL)

\_\_\_\_\_  
(CORPORATE SEAL)

*[Signatures continued on next page.]*

Signed, sealed and delivered  
in the presence of:

AFRICAN METHODIST EPISCOPAL  
CHURCH, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(NOTARY SEAL)

(CORPORATE SEAL)

**DISTRIBUTION LIST**

U.S. Bank National Association c/o Sandra Spivery, VP Nevada Financial Center 2300 W. Sahara, Suite 200 Las Vegas, Nevada 89102	U.S. Bank National Association c/o Robert M.D. Mercer, Esq. Bryan Cave Powell Goldstein LLP One Atlantic Center – 14 Floor 1201 West Peachtree Street, NW Atlanta, GA 30309	A.M.E. Church Finance Department 1134 11th Street NW Washington, DC 20001
A.M.E. Church Finance Department 512 8 <sup>th</sup> Avenue, South Nashville, TN 37203	A.M.E. Church Finance Department c/o Ashley Reynolds Ray, Esq. J. Robert Williamson, Esq. Scroggins & Williamson 1500 Candler Building 127 Peachtree Street, NE Atlanta, GA 30303	U.S. Department of Education, c/o Mark Somerville, Loan Specialist Institutional Service 1990 K Street NW Washington, DC 20006
David E. Todd Atlanta Regional Counsel U.S. Department of Commerce Economic Development Administration 401 West Peachtree, N.W., Suite 1820 Atlanta, GA 30308	Commerce & Industry Insurance, c/o James W. Hays, Esq. Gonzalez Saggio & Harlan LLP 3353 Peachtree Road N.E. Suite 920 Atlanta, Georgia 30326	Commercial Plumbing, Inc. c/o Jack Avery 100 Creekside Industrial Ct, Ste C Lawrenceville, GA 30043
Gloria L. Anderson 560 Lynn Valley Rd SW Atlanta GA 30311	Stacey Barrett 702 MLK Jr. Drive SW # 402, Atlanta, GA 30314	Todd Blackburn 230 Pine Knoll Court Ellenwood, GA 30294
Joe B. Brown 6950 Stone Breeze Dr. Stone Mountain, GA 30087	Edward Butler 2505 Columbia Dr. N-5 Decatur, GA 30034	Hector C. Butts 3266 Wyndham Parkway Decatur, GA 30034
Vivian El-Amin 1344 Cascade Falls Ct Atlanta, GA 30311	Terronce Estell II 2158 Larchwood St. Atlanta, GA 30310	Nasrolah R. Farokhi 1644 Arbor Green Ct., NW Kennesaw, GA 30152
Anissa Ferrell P.O. Box 4745 Atlanta, GA 30314	Ruth Glover 462 West Kildare Ave NW Atlanta, GA 30318	JoAnn Googer 2632 Patrick Ct SE Atlanta, GA 30317
Bettye Howard-Whitfield 3554 Fairburn Place Atlanta, GA 30331	Robert Johnson 1333 Stillwood Drive Atlanta, GA 30306	Jamie V. Mitchell 1310 Aniwaka Ave., SW Atlanta, GA 30311
Sandra Patman 2601 Plantation Dr. East Point, GA 30344	Eddie W. Peacock 1312 M. L. King Dr. SW Atlanta, GA 30314	Calvin Pender 3018 Harvest Ridge Decatur Georgia 30032
Jacqueline Pollard 4725 Walton Crossing SW Apt. 2119 Atlanta, GA 30331	Stanley J. Prichett 523 Monteagle Trace Stone Mountain, GA 30087	Lee A. Ransaw 501 Breakwater Terrace, Stone Mountain, GA 30087
Alice Rhoades-Hinsley 4460 Lovridge Dr., SW Atlanta, GA 30331	Toledy A. Riley 462 West Kildare Ave., NW Atlanta, GA 30318	Ambrose Sartee 1895 Jamaitis Way Conley, GA 30288

Mattie Sherrell 4670 Santa Fe Trail SW Atlanta, GA 30331	Esmond Skeete 6588 Pole Creek Dr. Lithonia, GA 30058	Geoffrey Thompson c/o Morris Brown College, 643 Martin Luther King Jr. Dr. SW, Atlanta, GA 30314
Geoffrey Thompson Dorm Director of Wilkes Hall 490 Reid St. Orangeburg, SC 29115	William Vickers 644 Skipper Drive NW Atlanta, GA 30318	Tamika Morrison 1042 Avonbreeze Ct. Stone Mountain, GA 30083
Sheadrick Stevenson 3874 Saddleridge Dr. Lithonia, GA 30038	Juan Woods 604 Spring Creek Ln Atlanta, GA 30350	Premier Contract Carpet c/o William H. Arroyo William H. Arroyo Associates, Esq. 4228 First Ave., Suite 10 Tucker, GA 30084
Mechanical & Plumbing Solutions c/o S. Jeffrey Rusbridge, Esq. Dyer & Rusbridge, PC 291 E. Main St. Canton, GA 30114	Patricia Buchanan, CEO, President and Registered Agent Mechanical & Plumbing Solutions, Inc. 756 Wagers Mill Rd. Newnan, GA 30263	General Electric 3135 Easton Turnpike Fairfield, CT 06828
Internal Revenue Service Department of Treasury PO Box 7346 2970 Market St. Phila., PA 19101	Georgia Department of Revenue Compliance Division Bankruptcy Section 1800 Century Blvd NE, Ste 17200 Atlanta, GA 30345	Georgia Department of Revenue c/o Elizabeth A. Harris, Esq. Robin J. Leigh, Esq. Georgia Department of Law 40 Capitol Square, SW Atlanta, GA 30334
Acme Cleaning & Consultant, 8380 Dawn Dr., Jonesboro, GA 30236	Acosta Technologies 4002 Hwy 78 Suite 530-307 Snellville, GA 30039-3977	ADP Inc. 5680 New Northside Drive Atlanta, GA 30328
ADT Security Services, Inc. 14200 E Exposition Ave, Aurora, CO 80012	All Pro Turf 675 Legend Court, SW Atlanta, GA 30331-6377	BellSouth Telecommunications, Inc. (AT&T Services, Inc.) c/o Karen Cavagnaro, One AT&T Way, Room 3A 231, Bedminster, NJ 07921
AT&T Services, Inc. c/o James Grudus, Esq., One AT&T Way, Room 3A 218, Bedminster, NJ 07921	Bank of America c/o William DuPre, IV, Miller & Martin PLLC 1170 Peachtree St. NE, Ste 800, Atlanta 30309	Barbara Waymer 4639 Ravenwood Loop Union City, GA 30291
Jabir Bashir 430 Hillside Drive Atlanta, GA 30310	Albert Berkoh P.O. Box 733 Princeton, WV 24740	Brandy Gray 3650 Hershel Place Atlanta, GA 30349-1325
Maurice K. Campbell 409 Harlan Rd. SW Atlanta, GA 30311	Cintas Fire Protection 1705 Corporate Dr. Ste 440 Norcross, GA 30093	Comcast Comcast One Comcast CTR Philadelphia, PA 19103
Daktronics 201 Daktronics Dr. Brookings, SD 57006-5128	Iris Davidson 287 Lincoln St. S.W. Atlanta, GA 30315	Dill Printing Co. 1729 S. Alvaredo Terrace, SW Atlanta, GA 30311

Divine Fulfillment Institute P.O. Box 778 Pine Lake, GA 30072-0788	Leroy Frazier P.O. Box 788 Pine Lake, GA 30072-0788	Elevator Specialist 1244 Techwood Dr. NW Atlanta, GA 30318
E-Vision Inc. 1135 Grande-Alle Ouest-Office 310 Quebec, QC G1S 1E7	Vendolyn Frazier 5795 Penfield Place College Park, GA 30349	Shirley A Hoover 2616 Kimmeridge Dr. East Point, GA 30344
Fulton County Tax Commissioners 141 Pryor Street Suite 1113 Atlanta, GA 30303-3566	Fulton County Tax Commissioners c/o Pat D. Dixon Jr., Esq. Fulton County Attorney's Office Suite 4038 141 Pryor Street Atlanta, GA 30303	GE Capital 901 Main Ave Norwalk, Ct., 06828
Georgia Power Company c/o C. Jordan Myers, Esq. McGuireWood LLP 1230 Peachtree St., Suite 2100 Atlanta, GA 30309-3534	Lolita Grant 3780 Misty Lake Ellenwood, GA 30294	Joe A. Haynie 109 Talon Place McDonough, GA 30253
Johnson Controls 5757 N. Green Bay Ave. Milwaukee, WI 53209	Henry Johnson 3958 Fennel Circle Atlanta, GA 30331	Marvin King 2155 Highpoint Trail Atlanta, GA 30331
Daymond L. Langford 6833 South Lakewood Terrace Douglasville, GA 30135	Law Enforcement System Inc. 930 W 5th Ave Corsicana, TX 75151-1835	Sheila Lewis 210 Auburn Avenue #110 Atlanta, GA 30303
Mack Plumbing Parts 2870 Forrest Hills Dr., SW Atlanta, GA 30315	MobileCause LLC 5023 N. Parkway Calabasas Calabasas, CA 91302-1421	Office of Research Financial Services Georgia State University 260 University Ctr. Atlanta, GA 30302-3999
Alix Pierre 55 Maple Street NW #809 Atlanta, GA 30314	Eustache Placide 5918 Bobbin Ln Lithonia, GA 30058	Republic Services 18500 N. Allied Way Phoenix, AZ 82054
Ri-Tec 3126 Moon Station Road NW Kennesaw, GA 30144	Robert W. Woodruff Library Atlanta University Center 111 James P. Brawley Drive SW Atlanta, GA 30314-4207	Robert W. Woodruff Library c/o Paul M. Baiser, Esq. Seyfarth Shaw LLP Suite 2500 1075 Peachtree Street, NE Atlanta, GA 30309
Sports Authority 1050 W. Hampden Ave. Englewood, CO 80110	Systel 1171 Hidden Brook Lane Suwanee, GA 30024-4602	T&R Mechanical Contractors 1740 Campbell Ives Dr., SW Lawrenceville, GA 30045
Prime Professional Consult 5614 Waldens Farm Dr. Powder Springs, GA 30127	Telecheck Services Inc. 5251 Westheimer Ste 1000 Houston, TX 77056	Grace Terrell-McCoy 2115 Fern Valley Dr, SW Atlanta, GA 30331



DACA VI LLC (Formerly The Communique Group) 1565 Hotel Circle South #310 San Diego, CA 92108	Thomas HVAC 1418 Lilburn Stn. Mtn. Road Stone Mountain, GA 30087	Thomas Contracting Inc. 1418 Lilburn Stone Mountain Rd., Stone Mountain, GA 30087-2409
T-Mobile 12920 SE 38th St Bellevue, WA 98006	Toshiba Business Solutions 2 Music Irvine, CA 92618	Toshiba Financial Services 2 Music Irvine, CA 92618
DACA VI LLC (Formerly Turner Theological Seminary), 1565 Hotel Circle South #310, San Diego, CA 92108	Virgie David 656 Ferris St. Atlanta, GA 30310	Maxine Wright 1633 Samantha Place Marietta, GA 30008-8807
Lucius Williams 820 Chapman Circle Stone Mountain, GA 30088-2552	James Dearing Jr PC 730 Peachtree Street NE Suite 560 Atlanta, GA 30308-1238	TRC Master Fund LLC (Formerly Morris Manning & Martin LLP) Attn: Terrel Ross PO BOX 633 Woodmere, NY 11598
Advance Learning Network 9339 22nd Avenue NW Seattle, WA 98117-2716	Atlanta University Center 111 James P. Brawley Drive SW Atlanta, GA 30314-4207	Liquidity Solutions, Inc. (Formerly Brown Design Group, Inc.) One University Plaza, Suite 312 Hackensack, NJ 07601
Liquidity Solutions, Inc. (Formerly Boathouse Sports) One University Plaza, Suite 312 Hackensack, NJ 07601	Brownstone Construction Mgmt. 2870 Peachtree Road Suite 149 Atlanta, GA 30305-2918	Carter Bros Fire & Life Safety 500 W. Cypress Creek Road Suite 650 Ft. Lauderdale, FL 33309-6147
Chief Fire Protection 689 Whitehall Street SW Atlanta, GA 30310-1999	D. Christopher Lake 3839 Walnut Path Lithonia, GA 30038-4884	Dick Pond Athletics 26 W. 321 St. Charles Road Carol Stream, IL 60188-1995
Discount Mailing Service 2459 Perkerson Road SW Atlanta, GA 30315-7217	Epstein Becker & Green PC c/o James P. Flynn, Esq. One Gateway Center Newark, NJ 07102	Financial Accounting Management 4525 Flat Shoals Parkway Decatur, GA 30034-5038
Liquidity Solutions, Inc. (Formerly First Class Inc.) One University Plaza, Suite 312 Hackensack, NJ 07601	Gas South Attn: Jim Gantt PO Box 369 Marietta, GA 30061	Georgia Natural Gas PO Box 105445 Atlanta, GA 30348
Hollowell Foster Gepp PC 233 Peachtree Street, NE 1200 Harris Tower Atlanta, GA 30303-1507	Greenberg Traurig 3290 Northside Parkway Suite 400 Atlanta, GA 30327-2268	Hancock County Board of Education 12480 Augusta Highway Sparta, GA 31087-0488
Interdenominational Theological Center, Inc., c/o P. Andrew Patterson, Esq. John T. Vian, Esq. Smith Gambree & Russell, LLP, 1230 Peachtree St NE, Ste. 3100, Atlanta, GA 30309	Jacquelyn H. Washington 5690 Vandiver Rd SW Atlanta, GA 30331	Rock Eagle 4-H Center Attn: Terri Camp 350 Rock Eagle Rd. Eatonton, GA 31024

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Jerome Rowland c/o Morris Brown College, 643 Martin Luther King Jr. Dr. SW Atlanta, GA 30314	South Carolina Department of Health & Environmental Control c/o Emily S. Sherlock, Robinson Bradshaw & Hinson, P.A. 101 North Tryon Street, Suite 1900, Charlotte, NC 28246	Michael D. Murrell 4359 Timberlake Lane, Stone Mountain, GA 30083
City of Atlanta, Dept. of Watershed Mgmt. C/O Stephen H. Block, 780 Johnson Ferry Rd., Suite 240 Atlanta, GA 30342	AFLAC Attn: Remittance Processing Services 1932 Wynnton Road Columbus, GA 31999-0797	
Aircorn of Georgia Heating 3001 Greyfield Trace Marietta, GA 30067-5531	ACT Inc. P. O. Box 4072 Iowa City, IA 52243-4072	Axcient Inc. 1161 San Antonio Road Mountainview, CA 94043-1002
ADT Security P.O. Box 371967 Pittsburgh, PA 15250-7967	Aperson Print Resources 2908 Stewart Creek Blvd. Charlotte, NC 28216-3592	AT&T Security P. O. BOX 105068 Atlanta, GA 30348-5068
Cooks Pest Control P. O. Box 229 Rex, GA 30273-0229	Allied Waste Services P. O. Box 9001099 Louisville, KY 40290-1099	Altanta Luxury Movers 592 McAfee Street Atlanta, GA 30313-2418
American InfoSource LP as agent for T-Mobile/T-Mobile USA Inc. P. O. Box 248848 Oklahoma City, OK 73124-8848	BDO USA LLP 5430 Wade Park Blvd. Suite 208 Raleigh, NC 27607-4191	Boston Mutual Life Ins. Co. G Group Billing Dept. P. O. Box 55154 Boston, MASS 02205-5154
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Kipp Metro Atlanta Collaboration 80 Joseph Lowery Blvd. NW Atlanta, GA 30314-3421	Innogive Foundation 5023 N. Parkway Calabasas Calabasas, CA 91302-1421	Intronis Technologies 332 Congress Street 4th Floor Boston, MASS 02210-12117
Jostens Inc. 21336 Network Place Chicago, ILL 60673-1213	Internal Revenue Service 401 W. Peachtree St NW Atlanta, GA 30308	HPGCU Consortium 6101 Phelps Street Glen Allen, VA 23060-2214
One Call Electrical Service 4480 Bullock Bridge Road Loganville, GA 30052-3503	P-B Xcellence Communications Inc. 6872 Timberhead Way Lithonia, GA 30058-6011	Micro Warehouse 535 Connecticut Avenue Norwalk, CT 06854-1700
Premier Elevator Co. Inc. 230 Andrew Drive Stockbridge, GA 30281-6386	Nuesoft Technologies 1685 Terrill Mill Road Marietta, GA 30067-8339	Premier Facility Group 125 Mansell Place Suite 207 Roswell, GA 30076-5659
Roshunya S. Hood 3645 Rosetree Court Lilburn, GA 30047-7807	Publishing Associates Inc. 5020 Montcalm Drive SW Atlanta, GA 30331-8421	Sodexo/Clark Atlanta University Dining 223 James P. Brawley Drive Atlanta, GA 30314
SA Williams Inc. 131 Ponce De Leon Avenue, NE Suite 227 Atlanta, GA 30308-1979	Secured Protection Services 1729 Leslie Avenue Atlanta, GA 30311-4113	Rem 2 Rem LLC 2024 Beaver Run Road Norcross, GA 30071-3710
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Sandy White 6045 Yale Court Morrow, GA 30260-1255	The Strong Company 180 Austin Oaks Drive Ellenwood, GA 30294-3161	Tri-Copy Office Equipment 231 Tiger Way Peachtree City GA 30269-1680
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